

EXHIBIT "C"

FIRST AMENDMENT TO LEASE

THIS AGREEMENT made and entered into on this _____ day of _____, 2008, by and between the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, and **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee (hereinafter referred to as "Lessors"), and **WESPAC PIPELINES-MEMPHIS LLC** (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated June 1, 2006 demising unto Lessee certain premises; and

WHEREAS, the parties wish to amend the Lease Agreement as set out herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) receipt of which is hereby acknowledged and other good and valuable consideration, it is agreed:

1. The property encompassed by the Lease Agreement and leased to Lessee thereunder, as set forth in paragraph 4 of the Lease Agreement, and attached thereto as Exhibit A, is hereby amended by adding thereto that particular property described as Parcels B and C as shown on the attachment to the Lease Agreement, designated Exhibit C.

2. Paragraph 3 of the Lease Agreement is hereby amended so as to provide that beginning _____, 2008, monthly rental shall be Four Thousand, Nine Hundred

Seventy-Nine and 94/100 (\$4,979.94) Dollars per month with increases in said amount to be governed by the terms and provisions of paragraph 3 of the Lease Agreement; provided however, **Exhibit B** of the Lease Agreement shall be deleted and in its place, new Exhibit B to this First Amendment to Lease shall be substituted therefor.

3. Except as herein expressly modified, all the provisions of the Lease Agreement are otherwise hereby ratified and confirmed.

4. This First Amendment to Lease Agreement as well as the Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

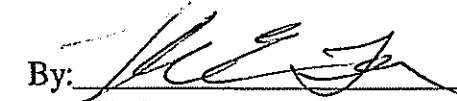
IN WITNESS WHEREOF, this First Amendment to Lease Agreement has been duly executed by the parties hereto on the date and year first above written.

ATTEST:

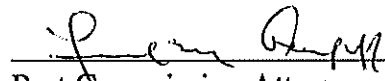
LESSOR:

MEMPHIS AND SHELBY COUNTY
PORT COMMISSION


Secretary-Treasurer

By: 
Chairman

APPROVED AS TO FORM:


Port Commission Attorney

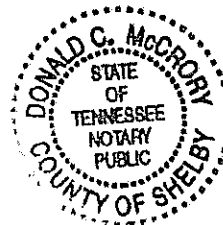
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 15th day of July, 2008.


Notary Public

My commission expires: _____
My Commission Exp. Oct. 19, 2008



LESSOR:

ATTEST:

CITY OF MEMPHIS

City Comptroller

By: _____
Dr. W. W. Herenton, Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **DR. W. W. HERENTON**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____ day
of _____, 2008.

Notary Public

My commission expires: _____

ATTEST:

LESSOR:

COUNTY OF SHELBY

Clerk of County Commission

By: _____
A C Wharton, Mayor

APPROVED AS TO LEGAL FORM,
EFFICACY and PROPRIETY

Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **A C WHARTON**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the ____ day of _____, 2008.

Notary Public

My commission expires: _____

LESSEE:

WESPAC PIPELINES-MEMPHIS LLC

By: [Signature]

STATE OF CALIFORNIA

COUNTY OF ORANGE

Before me, a notary public within and for said state and county, at Irvine, California, duly commissioned and qualified, personally appeared **JOHN J. MANEY** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Vice President of **WESPAC PIPELINES-MEMPHIS LLC** and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal of office at Irvine, California, this 30th day of June, 2008.

[Signature]
Notary Public

My commission expires: 12-30-11

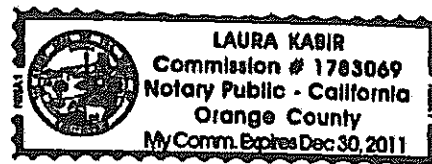


EXHIBIT B

MEMPHIS AND SHELBY COUNTY PORT COMMISSION WESPAC PIPELINES COST OF LIVING ADJUSTMENT OF RENT

I. Computation of the annual rental fees through the remaining term of the lease or any options granted therein, as referred to in the Third paragraph of the lease dated June 1, 2006 shall be determined as follows:

(a) The adjustment, if any, shall be determined from the "Consumer Price Index" (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor Statistics, or, if no longer published, such other comparable statistics as shall be subsequently published by a Bureau or Department of the United States Government, or, if none, by a responsible financial periodical of recognized authority then to be selected by the parties (the "Index").

(b) The Consumer Price Index (1982-84=100) Annual Average for all items as of the month of March, 2007, is 200.612 percent.

(c) To adjust the rent for the second and subsequent years of the lease period, determine from the Consumer Price Index the average percentage increase or decrease between the Index for all items for the year as of the month of March, 2007, and

the annual average for all items for subsequent years on an annual basis as of the month of March of the current year.

(d) Multiply the percentage, increase or decrease in the annual average of the Index (the "Annual Average") as of the month of March by the base rental of \$59,759.25.

(e) Add or subtract the result obtained in subparagraph (d) to the annual rental for the preceding year depending upon whether there was an increase or decrease in the Consumer Price Index and the figure thus obtained shall be the annual rent for the next year commencing on June 1st. In no event shall any increases in rental required in each yearly period in this subparagraph exceed 8 percent of the rental rate for the previous year or fall below the rental rate of the previous year.

(f) Lessors will notify Lessees not later than May 1st of the current year the rental due commencing June 1st of the next year.

II. In the event the Annual Average for the period of the Lease or the data upon which the said Annual Average can be determined is not compiled and published by the Bureau of Labor Statistics, United States Department of Labor, by any Bureau or Department of the United States Government, or by a responsible financial periodical or recognized authority selected by the parties, or in the event that the basic structure of such compilation is so changed from that presently compiled to product indices proportionate

to (1982-84=100), that if either of the parties hereto feels that such indices do not produce a fair and reasonable rental, then in any of such events, the net rent adjustment for any annual period of the Lease remaining subject to adjustment shall not be made on the basis of the above cost of living adjustment; and, if the parties, not later than 60 days prior to the commencement of any year, shall not agree on the rent adjustment to be made and the net rent to be payable for any such subsequent period such rent adjustment and the net rent to be paid for any year period shall be fixed and determined by arbitration as follows:

Not later than 45 days prior to the commencement of such annual period the Lessor, collectively, and the Lessee shall each name in writing an arbitrator, and the two (2) arbitrators so selected, within five (5) days of their selection, shall select a third arbitrator, impartial between the parties, and the three (3) arbitrators so selected, not later than 20 days prior to the commencement of any such subsequent term, shall fix and determine the fair rent adjustment and the fair net rent to be paid and received for any such subsequent period, and the written award or decision of the majority of such arbitrators shall be final and binding on the parties. If either party shall fail to select an arbitrator within the time above provided, or, if two (2) arbitrators selected by the parties shall fail to select a third arbitrator within the time above provided, or if any arbitrator selected fails or refuses to act, the vacancy shall be filled by designation of any Chancellor of the Chancery Court of Shelby County, Tennessee, upon the application of

either party hereto, and the arbitrator so designated by such Chancellor shall have all of the powers granted to any arbitrator selected in the manner above provided.